

## **Assembly and Installation Service Terms and Disclaimer**

### **1. Introduction**

- 1.1 These terms and conditions shall govern the installation and assembly service undertaken by us, for products purchased through our website, retail stores and retail partners.
- 1.2 You will be asked to give your express agreement to these terms and conditions before installation works commence.
- 1.3 This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

### **2. Interpretation**

- 2.1 In these terms and conditions:
  - (a) "we" means Westminster Teak Ltd, trading as Westminster Outdoor Living; and
  - (b) "you" means our customer or prospective customer, and "us", "our" and "your" should be construed accordingly.
  - (c) Variations shall include additions, omissions or substitutions to the originally agreed work, fittings and fixings, etc.

### **3. Quotations**

- 3.1 All quotations for work will be provided based on the information given to us by you. Any variations to the work following the issue of the quotation and prior to commencement of work shall result in a revised quotation being issued for your acceptance.
- 3.2 For variations after work has commenced, a fixed price to cover the variation shall be agreed between us and you and added to the final invoice.
- 3.3 In the event that requirements change due to insufficient information having been provided, defects found in existing installations, etc. you will be liable for any additional expense incurred.
- 3.4 Quotations shall remain valid for acceptance by you for a period of one calendar month following the issue of the quotation and work is to commence within two calendar months from the date of the quotation else a new quotation will be required.

#### **4. Unforeseen Costs**

- 4.1 You shall be liable to meet the cost of any additional work, services or fittings that need to be provided to rectify any event or situation which arises, during the course of the works, that are unexpected or are beyond our control. We cannot be held responsible for such events or situations.
- 4.2 It is your responsibility to ensure that:
- (a) Any groundworks that are necessary in advance of Assembly & Installation are completed before our Team arrives to carry out the installation.
  - (b) You have measured the site where the Assembly & Installation is to take place and have sufficient space in which to assemble the structure or furniture.
- 4.3 Should our Team arrive on site and be unable to carry out the Assembly & Installation because the terms of either 4.2(a) or 4.2(b) above or 5.5 and 5.6 below, have not been satisfied, then we reserve the right to charge for mileage and travel time for any additional journey that may be necessary or to deduct the cost of our mileage and travel time from any refund made on an order that is subsequently cancelled.

#### **5. Liability**

- 5.1 We can only be held liable for the extent of works carried out by us. No liability shall be accepted in respect of defects in existing installations or in respect of parts not manufactured or supplied by us.
- 5.2 We shall not be held responsible for any loss or damage to property, materials or injuries to individuals caused by the personal actions of you or your other household members or guests before, during or after such works have been carried out.
- 5.3 All advice provided by us is offered as an opinion only and you accept such opinions at your sole discretion and risk. You employ our services at your sole risk at all times.
- 5.4 You accept that we will undertake installation work on a best endeavors basis and that we will not be liable for any damage that occurs when anchoring Pergolas or other outdoor structures to your decking, patio, garden or general property using ground bolts, anchors or other such devices.  
For Pergola assembly it is your responsibility to ensure that the ground surface is adequately prepared.
- 5.5 Pergolas must be erected on hard surfaces, ideally your surface needs to be level and it must be possible for the Pergola to be securely anchored to the ground.
- 5.6 Westminster cannot be held liable for damage to Pergolas that have moved or suffered wind damage because we have been unable to anchor them appropriately to the ground.
- 5.7 You agree to keep Pergola blinds within the provided cassettes during windy conditions and understand that by keeping them exposed in windy conditions, you risk the material being ripped. In this event, we will not be held responsible for any damage.

## **6. Health and Safety**

- 6.1 We will take appropriate and practical measures to ensure that the environment in which the works are being carried out is safe, to avoid risk of injury to us or other parties; you are expected to do the same. Outside of working hours, where works are ongoing, we accept no liability for the actions of you or your other household members or guests which result in damage or injury to persons or property.
- 6.2 We reserve the right to refuse to undertake work in an environment which is deemed to be unsafe or where the works are considered to be unsafe, illegal (or out with the spirit of the Building Regulations) or where we consider the other parties will be put at risk as a result of the works being undertaken.
- 6.3 If you notice any situation, property, equipment or materials that you believe to be unsafe you must mention it to us immediately.
- 6.4 If any form of asbestos or other hazardous material covered by the Control of Substances Hazardous to Health (COSHH) regulations is discovered on site, we will notify you and may cease work until it has been removed and disposed of in compliance with the relevant legislation. The cost of removal and disposal shall be met by you.

## **7. Duty of Care**

- 7.1 We accept that we have a duty of care to you in respect of materials, workmanship, security, property and belongings and will conduct our business in a manner such that a reasonable level of care is provided.

## **8. Building Regulations**

- 8.1 We reserve the right to refuse to carry out any work which is in breach of the Building Regulations or which we believe to be in breach of the Building Regulations or the spirit in which they are intended.

## **9. Services and Waste**

- 9.1 You will provide and pay for all power and water reasonably used by us to undertake the work. You shall also be expected to provide access to sanitary conveniences for us whilst undertaking the work.
- 9.2 We will take away any unwanted product packaging. Unless otherwise agreed between us and you, any other waste removal and disposal will be organised by you and at your cost.

**10. Insurance**

10.1 As a professional business, we maintain the following Insurance cover arrangements with NIG Insurance PLC:

- Public Liability           £5m
- Product Liability       £2m
- Employers' Liability   £10m

**11. Complaints**

11.1 Should you have a complaint about the services or work provided by us, these should be raised with us in writing to our registered office at:

Westminster Teak Ltd  
Birch House  
Brambleside  
Bellbrook Business Park  
Uckfield. East Sussex  
TN22 1QQ

Order Number       : \_\_\_\_\_

Customer Name     : \_\_\_\_\_

Signature           : \_\_\_\_\_

Date                 : \_\_\_\_\_